

## Terms and Conditions

By enrolling your child with Minor To Major, you accept these terms and conditions ("Terms & Conditions") and sign your agreement to them as an ongoing agreement between you and Minor To Major ("Agreement").

The Agreement is made between the parent/guardian ("Parent", "you" or "your") of each enrolled student ("Student") by a Parent and Minor To Major Music LTD ("Minor To Major", "we", "our", "us") (trading as Minor To Major and is valid at all times whilst the Student is enrolled on any Minor To Major activity and until such time as written notice is given in accordance with these Terms & Conditions.

### 1. INTRODUCTION

- 1.1 These Terms & Conditions apply to all Minor To Major Activities, Courses, Holiday Camps, Workshops and any additional products and/or services offered by Minor To Major and/or its group of companies in the future for any Student (collectively "Minor To Major Events")
- 1.2 For participation of a Student in a Minor To Major Event all Parents are required to consent to these Terms & Conditions by signature or by ticking the acceptance box for these Terms & Conditions when submitting an electronic booking form online. We may update these Terms & Conditions from time to time
- 1.3 An "Event" refers to any activity offering tuition in music, dance, drama, singing, and/or other performing arts related activities which will be delivered during the year (including online activities).
- 1.4 "Course Leader" refers to the primary course leader of a particular Minor To Major event.
- 1.5 "Online activity" refers to online streamed lessons and online Workshops utilising the Zoom platform, either delivered by Minor To Major

### 2. BOOKING A STUDENT INTO A MINOR TO MAJOR EVENT

- 2.1 To book for any Event with Minor To Major, the Parent must agree to these Terms & Conditions
- 2.2 Each Student's place is allocated on a 'first come, first served' basis. Bookings must be accompanied by the appropriate payment/transfer, as set out for each Minor To Major Event. Failure to make a timely payment may result in the place being given to another Student.

# Minor to Major

Young Musicians Project

- 2.3 If Minor To Major is unable to accept the Student due to capacity reasons, the Student may, at the Parent's discretion, be placed on a reserve list. Before a Student is placed on a reserve list, the Course Leader shall inform the Parent whether (i) the booking fee will be retained by Minor To Major whilst the Student is on the reserve list, or (ii) the booking fee will be refunded to the Parent and that the Parent may be required to repay the booking fee at a later date if a place is confirmed. If the Parent does not wish for the Student to be placed on a reserve list the booking fee shall be refunded. In any event booking fees shall always be refunded within fourteen (14) days of informing the Parent that the Booking is refunded for capacity reasons.
- 2.4 From the date the booking is paid, you have a fourteen (14) calendar day cancellation period ("Cancellation Period") to change your mind and cancel the Student's place on the Minor To Major Event, subject to clauses 2.6 and 2.7 below.
- 2.5 After the Cancellation Period expires, the Booking Fee is retained by Minor To Major and may only be refunded following the criteria set out in point 2.12, 2.13, and 2.14 below.
- 2.6 If the start date of a Minor To Major Event falls within the Cancellation Period and the Minor To Major Activity has finished before the Parent notifies Minor To Major of their desire to cancel, then the Booking Fee is not cancellable or refundable.
- 2.7 If the start date of the Minor To Major Event falls within the Cancellation Period and some of the sessions of the Minor To Major Event have been delivered before the Parent, within the Cancellation Period, notifies Minor To Major of their desire to cancel, then the Booking Fee may be partly refunded in proportion to the number of sessions delivered.
- 2.8 Once you have notified Minor To Major that you wish to cancel, the Student may no longer attend that Event.
- 2.9 Times, dates, fees and all relevant details for booked Minor To Major Events will be confirmed in the Booking Confirmation Email for each Minor To Major Event, along with a receipt for payment.
- 2.10 Fees for Minor To Major Events may vary between activities and at times discounts may be applied. Discounts from one Event cannot be used or transferred to another
- 2.11 The Balance must be paid in full, subject to any alternative agreements made with Minor To Major, at the time of booking to confirm the place by one of the following methods:
1. Online transfer (Website payment, Bank Transfer, PayPal, Apple/Android Pay)
  2. Credit card (American Express is not accepted);
  3. Debit card;
  4. Childcare vouchers or Child Tax Credits
- 2.12 If you cancel a Student's place on an Event outside of the Cancellation Period and

# Minor to Major

Young Musicians Project

outside of fourteen (14) calendar days of the commencement of the Event, you will be required to pay five percent (5%) of the balance of the fees for the Event covering administration costs

- 2.13 If you cancel a Student's place on an Event outside of the Cancellation Period and within fourteen (14) calendar days of the commencement of the Event, you will be required to pay fifty percent (50%) of the balance of the fees for the Event
- 2.14 If you cancel a Student's place on an Event within seven (7) calendar days before the commencement of the Event, you will be required to pay the full balance of the fee.
- 2.15 Please note that clauses 2.12, 2.13, and 2.14 above are subject to your statutory cancellation rights as set out in these Terms and Conditions.
- 2.16 In the event that a Student is unable to attend a Minor To Major Activity session, due to sickness, holiday, or a decision by the Parent or Student not to attend, Minor To Major regrets that it is unable to refund any payment.

## **7. USE OF PERSONAL INFORMATION**

- 7.1 The personal data (as it is defined in the Data Protection Act 2018) of a Student and/or Parent will be processed by Minor To Major, including any group companies in accordance with its Data Protection Policy, which can be found on the Minor To Major website.
- 7.2 Minor To Major owns all the rights, title and interest in and to its websites, including software, text, and media and its trade marks, logos and brand elements. Nothing within these Terms & Conditions affects or licences the ownership of these rights. Any intellectual property created during any Event is owned by Minor To Major.

## **8. HEALTH AND SAFETY**

- 8.1 Students participate at their own risk and are obliged to inform Minor To Major and its staff of any existing injuries or medical condition. All medical forms must have any known medical conditions stated and any changes to such information must be notified to Minor To Major immediately in writing.
- 8.2 If you are unsure whether a Student should participate in any activity please consult the Student's GP before enrolling the Student on a Minor To Major Event.
- 8.3 Any medication left on the premises must be clearly labelled and the Student should, unless Minor To Major has agreed in writing otherwise, be able to administer it themselves.
- 8.4 Students must wear suitable footwear and clothing at all times for all Events.

# Minor to Major

Young Musicians Project

- 8.5 If a Student is unwell or has an accident requiring emergency treatment, the Parent will be contacted via the emergency contact details provided at booking or on the medical form. This number must always be contactable whilst the Student is attending the Minor To Major Event.
- 8.6 Minor To Major ensures to have a suitable number of first aid trained staff members at every Event
- 8.7 Parents are solely responsible for ensuring that the emergency contact details on Minor To Major's records are up to date.
- 8.8 All online activities are recorded and held for a period of four weeks for safeguarding and quality review purposes.

## 9. PERSONAL PROPERTY

- 9.1 Students are obliged to take care of their own belongings. Minor To Major can accept no liability for lost or damaged belongings.
- 9.2 You acknowledge that the maximum aggregate liability of Minor To Major to a Student or Parent under these Terms & Conditions shall not exceed the Minor To Major Event fee to which a claim relates.
- 9.3 The liability of Minor To Major and that of its staff is restricted to event time only and then only to gross negligence.

## 10. GENERAL

- 10.1 Minor To Major may, at its own discretion, refuse any Student entry to a Minor To Major if it is felt that the Student's behaviour is unacceptable
- 10.2 Repair or replacement cost due to deliberate or reckless damage to the venue, property, or *Minor to Major* possessions by a Student will be the responsibility of the Student and their parents to fulfil.
- 10.3 Minor To Major reserves the right to make changes to the timetable, the teaching staff, the advertised programme, or the programme delivery mechanism (for clarity this may mean that we switch to online zoom classes) in the event of illness or other circumstances beyond our control.
- 10.4 Where a session of a Minor To Major Activity has to be cancelled by Minor To Major, Parents will be given as much notice as possible. In the event of a last-minute event cancellation, you will be notified by email, text message, a call to your mobile phone or through the designated Minor To Major social media site. Parents must ensure that

# Minor to Major

Young Musicians Project

they provide their most up-to-date contact details.

- 10.5 It is occasionally necessary to change the time and/or venue of a Minor To Major Event. This will only be done if absolutely necessary and Minor To Major will do its best to keep times, programme delivery mechanisms and/or locations as similar as possible but unfortunately this cannot always be guaranteed.
- 10.6 All Students must be collected on time after an event. Minor To Major is unable to supervise Students after an event and consistent late collection will result in additional charges.
- 10.7 These Terms & Conditions, together with any Booking Confirmation or Acceptance Letter, constitute the entire agreement between the parties which supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 10.8 In the event that one or more of the provisions of the Agreement are found to be unlawful or otherwise unenforceable, those provisions shall be deemed severed from the remainder of the Agreement.
- 10.9 The Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and any dispute, proceedings or claim shall fall within the jurisdiction of the English courts.